

MEMORANDUM OF AGREEMENT

between

UNION PACIFIC RAILROAD COMPANY

and the

BROTHERHOOD OF LOCOMOTIVE ENGINEERS AND TRAINMEN

**MODIFICATION OF MPUL SCHEDULE
ARTICLE 26**

Pursuant to the parties' discussions concerning the May 20, 2009 Memorandum of Agreement modifying Article 26, Section 1, of the MPUL Schedule as follows.

“Crews in pool freight service shall upon arrival at the home terminal (HT) be given the same relative position on the board that they held prior to leaving the home terminal. The off duty time at the away from home terminal (AFHT), shall govern in determining the order in which crews shall be called for subsequent service out of the away from home terminal (AFHT).”

IT IS AGREED:

It is agreed Section 1 of the May 20, 2009 Agreement, cited above, may subsequently be modified for a specific freight pool(s) on an annual basis as set forth below:

1. *“Crews in pool freight service shall upon arrival at the home terminal (HT) and away from home terminal (AFHT) be governed by the off duty time in determining the order in which crews shall be called for subsequent service out of the home terminal (HT) and away from home terminal (AFHT).”*
2. All requests for modification to the May 20, 2009 Memorandum of Agreement as set forth in 1 above, must be submitted by written notification to Carrier's CMS Director/Team Leader and the BLET General Chairman no later than December 15, to be effective January 1 of the following year. Upon initial implementation of this Agreement, all written requests for modifications must be made by October 31, 2009, to be effective November 10, 2009. Thereafter, all requests for modifications

will be made on an annual basis beginning December 15, 2010 as set forth in this Section 2.

3. Item 1, above, is intended to apply only to engineers in freight pool(s) within the jurisdiction of your General Committee of Adjustment. Accordingly, the provisions thereof shall not be extended or applied to any other assignments covered by the controlling UP/BLET Collective Bargaining Agreement.
4. This Memorandum of Agreement will become effective on October 16, 2009, and will remain in effect unless cancelled by either party serving a thirty-(30) day written notice of termination upon the other party.
5. In the event this Agreement is cancelled, the parties shall revert back to the provisions established pursuant to the May 20, 2009 Memorandum of Agreement.

Signed this 16th day of October 2009.

**FOR THE
BROTHERHOOD OF LOCOMOTIVE
ENGINEERS AND TRAINMEN**

FOR THE CARRIER:

G. L. Gore
General Chairman - BLET

S. F. Boone
Director-Labor Relations